

RESOLUTION NO. 2490

A RESOLUTION OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO SIGN THE CHOPTANK PINCH VALVE AGREEMENT AND AUTHORIZING A CAPACITY FEE CREDIT NOT TO EXCEED \$35,000 AGAINST A TOTAL CAPACITY FEE OF \$38,863.

WHEREAS, Choptank Electric is in the process of extending City water and sewer service to a new facility on Walston Switch Road;

WHEREAS, Choptank Electric has signed a pre-annexation agreement, a copy of which is attached herewith as Exhibit A, and will utilize a City of Salisbury approved contractor;

WHEREAS, the Salisbury Department of Public Works solicited three quotes to have the failed pinch valve removed and received a single bid of \$62,300, which is approximately twice the estimated cost;

WHEREAS, due to the depth of the pinch valve (21.5' +/-), the Department of Public Works is not equipped to perform this work;

WHEREAS, Choptank Electric competitively bid the work to extend service and at the request of the City included an alternate for removal of the pinch valve;

WHEREAS, Choptank Electric selected the lowest bidder, which included a bid to remove the pinch valve for \$35,000;

WHEREAS, the City and Choptank Electric have agreed to enter into an agreement entitled Public Works Agreement, attached hereto as Exhibit B, in which both parties agree to allow Choptank Electric to perform or cause to be performed this work;

WHEREAS, the City and Choptank Electric have also drafted an agreement entitled Pinch Valve Removal Agreement for Council's review and approval, to be signed by the Mayor, attached hereto as Exhibit C;


WHEREAS, part of the Pinch Valve Removal Agreement contains an agreement by the parties that the City will apply a credit against Choptank Electric's Water and Sewer Capacity Fees for an amount equal to, but not to exceed \$35,000, the actual costs expended by Choptank Electric for the Pinch Valve work; and

WHEREAS, this approach results in significant savings by eliminating separate mobilization, demobilization and dewater charges.

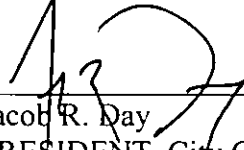
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Salisbury, Maryland does hereby authorize the Mayor to sign the attached Pinch Valve Removal Agreement dated April 28, 2015, and authorizes a Capacity Fee Credit not to exceed \$35,000 against a total Capacity Fee of \$38,863 in consideration for removal of the pinch valve.

THE ABOVE RESOLUTION was introduced, read and passed at the regular meeting of the Council of the City of Salisbury held on this 13 day of April, 2015 and is to become effective immediately upon adoption.

ATTEST:




Kimberly R. Nichols
CITY CLERK



Jacob R. Day
PRESIDENT, City Council

APPROVED by me this 17th
day of April, 2015



James Creton, Jr.
MAYOR, City of Salisbury

City of Salisbury



MARYLAND



125 NORTH DIVISION STREET
SALISBURY, MARYLAND 21801
Tel: 410-548-3170
Fax: 410-548-3107

MICHAEL S MOULDS, P.E.
DIRECTOR OF PUBLIC WORKS

JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

To: Ton Stevenson, City Administrator
From: Mike Moulds, Director of Public Works *MJM*
Date: January 30, 2015
Subject: Choptank Electric – Pinch Valve Agreement

Choptank Electric is in the process of building a new facility on Walston Switch Road. They have signed a pre-annexation agreement and will receive water and sewer service from the City. Utilizing a City of Salisbury approved contractor, Choptank will extend the sewer main across Walston Switch Road to tie into an existing manhole at the Wor-Wic pumping station.

A pinch valve on the influent line to the Wor-Wic pumping station recently failed. Due to the depth of the valve (21.5' +/-) the Department of Public works is not equipped to perform this work. The Department of Public Works solicited three quotes to have the pinch valve removed. The bid received was \$62,300 which approximately twice the estimated cost to remove the valve. Since flow from the Choptank building will increase the problems associated with the valve, Public Works asked Choptank to include removing the valve in their scope of work. Choptank competitively bid the work to extend service and included an add alternate for removal of the pinch valve. Choptank selected the lowest bidder, which included a bid to remove the pinch valve for \$35,000. This approach resulted in significant savings by eliminating separate mobilization, demobilization and dewatering charges.

Since the removal of the pinch valve benefits both the City and Choptank, Public Works recommends offsetting the costs of the construction. Attached is an agreement to have Choptank Electric perform this work at a cost not to exceed \$35,000. Under this agreement the \$35,000 would be issued as a credit against Choptank's total Capacity Fee of \$38,863. The attached agreement and the process used to procure these services have been reviewed by the City Attorney.

Unless you or the Mayor have further questions, please forward a copy of this memo to the City Council.

PRE-ANNEXATION COVENANT AND AGREEMENT

*for service connection to
City of Salisbury Water/Sewer Mains*

THIS PRE-ANNEXATION COVENANT AND AGREEMENT (hereinafter referred to as "Agreement") made and executed this 1st day of December, 2003, by and between the CITY OF SALISBURY, a municipal corporation of the State of Maryland, (hereinafter referred to as "City") and LOIS T. PERDUE (hereinafter referred to as "Owner"):

WHEREAS, Owner holds fee simple title to a tract of land located on the Southeasterly side of U. S. Route 50 (hereinafter referred to as "Property"), as shown in a deed recorded among the Land Records of Wicomico County, Maryland, in Liber A.J.S. No. 1100, Folio 351; and may request water and sewer utility service to the described Property utilizing City of Salisbury public utility mains.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties covenant and agree as follows:

A. City will allow the extension of existing utilities outside the City corporate limits to serve the Property before annexation, but conditioned upon the agreement that the Owner shall petition for annexation of the Property into the City when the Property is sold, developed, or provided water and sewer service.

B. When the Property is developed, Owner shall request sewer and water service.

C. When sewer and water service is requested by Owner, Owner shall be responsible for all costs and fees associated with the connection of services as established by the policy of the City of Salisbury for utility construction and service connections.

D. Owner shall not pay City taxes until annexation.

E. The Owner shall:

1. Dedicate to the City all easements and rights-of-way needed to serve Property with water and/or sewer utilities.

2. Prepare and submit executed deeds for utility easement and/or right-of-way, when needed.

3. Pay fees to the City of Salisbury required for hookup, inspection, and other costs associated with providing water and sewer service to the Property, when water and sewer service is requested by the Owner.

F. The City shall:

1. Provide municipal water and sewer service to the Property after receipt of fees and costs.
2. Accept for perpetual maintenance the public utility service between the public main and the sanitary cleanout, excluding the cleanout assembly.
3. Accept for perpetual maintenance the public utility service between the public main and the water meter assembly tailpiece, including the water meter and vault.

G. This Covenant and Agreement is, and shall be, binding upon the Owner, its successors, heirs and assigns, and shall burden and run with the land. All future Owners shall be bound by this Covenant and Agreement. This Covenant and Agreement shall become null and void when the annexation of the Property into the City becomes effective.

WITNESS the hands and seals of the parties, the day and year set forth above.

ATTEST:

CITY OF SALISBURY

[Signature]

By: *[Signature]* (SEAL)
Mayor Barrie P. Tilghman

[Signature]

[Signature] (SEAL)
LOIS T. PERDUE, Owner

STATE OF MARYLAND, COUNTY OF WICOMICO, TO WIT:

I HEREBY CERTIFY that on this: 1st day of December 2003, before me, the subscriber, a Notary Public, for the state and county aforesaid, personally appeared BARRIE P. TILGHMAN, as Mayor of the CITY OF SALISBURY, a municipal corporation of the State of Maryland, and on its behalf did acknowledge the foregoing instrument to be the act and deed of said City of Salisbury.

AS WITNESS my hand and Notarial Seal.

[Signature]
NOTARY PUBLIC

My Commission Expires: 12/01/05



LIBER 2177 FOLD 554

STATE OF MARYLAND, COUNTY OF WICOMICO, TO WIT:

I HEREBY CERTIFY that on this 12th day of December, 2003, before me, the subscriber, a Notary Public, for the state and county aforesaid, personally appeared LOIS T. FERDUE, Owner and she acknowledged the foregoing to be her respective act and deed.

AS WITNESS my hand and Notarial Seal.

Martha B. Meritt
NOTARY PUBLIC
WICOMICO COUNTY, MD

My Commission Expires: 12/01/05

I HEREBY CERTIFY that I am an attorney admitted to practice before the Court of Appeals of Maryland; and that the foregoing instrument was prepared under my supervision.

Paul D. Wilber
Paul D. Wilber

JAN 08 2004 10:25 am

JAN 08 2004
Received for record and
recorded in the Land Records of Wicomico
County, Maryland in Liber M.S.B.
No. 8177 Folio 552-554
Mark A. Brine Clerk

Covenant.497-2.wpd

Return to:

City of Salisbury Dept. of Public Works
125 N. Division St. Room 202

LIBER 3844 FOLIO 461

PUBLIC WORKS AGREEMENT

THIS PUBLIC WORKS AGREEMENT ("Agreement") is made and executed this 28th day of April, 2015, ~~2014~~, by and between the City of Salisbury, a municipal corporation of the State of Maryland, hereinafter called "City"; and Choptank Electric Cooperative, Inc., a Maryland electric cooperative, corporation hereinafter called "Developer".

RECITALS

1. Developer is in the process of planning for the construction of improvements on a tract of land owned by the Developer (hereinafter the "Land") more particularly described in a Deed dated June 6, 2013 to the Developer from WSR Houses LLC, recorded among the Land Records for Wicomico County, Maryland, in Liber No. 3592, Folio 519 *et seq.*, and which is located on the westerly side of and adjacent to Walston Switch Road, outside of but near the easterly corporate limits of the City, in Wicomico County, Maryland.

2. The planned improvements on the Land are known as the "Choptank Electric Regional Service Center" (hereinafter the "Project"). Developer has obtained necessary approvals from Wicomico County, Maryland (hereinafter the "County") for construction of the Project in accordance with the plans submitted to and approved by the County (hereinafter collectively referred to as the "Plan").

3. The Land is the subject of a Pre-Annexation Agreement (for service connection to City of Salisbury Water/Sewer Mains) dated December 1, 2003 between the City and Developer's predecessor in title, Lois T. Perdue, recorded among the aforesaid Land Records in Liber No. 2177, Folio 552 *et seq.*, in which the City has agreed to provide public water and public sewer services to the Land and improvements located thereon in exchange for the performance of certain requirements by the owner(s) of the Land.

4. Developer has agreed with the City, through this Agreement, to perform or cause to be performed the following work to extend and connect the City public water system and the City public sewer system to the Project (hereinafter collectively the "Extension Work"), which Extension Work shall be performed as indicated on the construction improvement plans and utility contract drawings approved by the Director of Public Works, and is part of City of Salisbury, Maryland, Department of Public Works contract nos. 1-14-W and 1-14-SS, being part of City of Salisbury project no. 13-003, and is described in the drawing no. U1.1, U3.3, and U3.4, consisting of 3 sheets, prepared by Davis, Bowen & Friedel, Inc., of Salisbury, Maryland, and approved by the City Engineer on January 15, 2015 (collectively "Contract Documents & Drawings"):

A. Extend and connect the City's public water main and associated facilities from the City's closest existing such main and facilities within the City's pump station property located East of Walston Switch Road, and extending West and South along Walston Switch Road to the Project, as described in the Contract Documents & Drawings;

B. Extend and connect the City's public sewer main and associated facilities from the City's closest existing such main and facilities East of Walston Switch Road, then extending West and South approximately 568 feet along Walston Switch Road to the Project, as described in the Contract Documents & Drawings; and

C Install to the prescribed depth a 15 inch sewer main from the City's pump station site to Walston Switch Road, and provide a water tight connection, as described in the Contract Documents & Drawings.

5. Subject to the terms and conditions of this Public Works Agreement, the parties hereto entered into a Pinch Valve Removal Agreement of even date herewith, by which the City agreed to issue a credit against the Developer's Water and Sewer Capacity Fees for eleven (11) Equivalent Dwelling Units ("EDUs") relating to the Project to the extent of the Developer's actual costs relating to the hereinafter described Pinch Valve Work, not to exceed the amount of successful contractor's bid price to Developer of \$35,000.00, in exchange for the agreement of the Developer to perform or cause to be performed, at its own cost, the hereinafter described Pinch Valve Work.

6. The Pinch Valve Work is part of City of Salisbury project no. 13-003 and part of City of Salisbury, Maryland, Department of Public Works contract no. 1-14-SS, and being described in drawing no. U1.1, U3.3, and U3.4, consisting of 3 sheets, prepared by Davis, Bowen & Friedel, Inc., of Salisbury, Maryland, and approved by the City Engineer on January 15, 2015 (collectively "Contract Documents & Drawings"), and is more particularly described as the following (hereafter collectively the "Pinch Valve Work"):

A. Remove existing pinch valve located East of Walston Switch Road on the City's sewage pumping station property; and

B. Install 16" sleeve in the place of the pinch valve as necessary (21.5' depth).

7. The Extension Work and the Pinch Valve Work (hereafter collectively the "Work") performed on all City public water and sewer facilities shall be in accordance with the City specifications contained in "Construction and Material Specifications for Utility and Roadway Construction," and the "Construction Standards", latest edition.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals, which are a substantive part of this Agreement, the mutual understandings and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, the parties hereto each covenant and agree as follows:

I. RESPONSIBILITIES SPECIFIC TO PORTIONS OF THE WORK.

A. With respect to public sanitary sewer and water systems the parties will have the following specific responsibilities, in addition to the general responsibilities described in Article II (Developer's General Responsibilities) hereof.

1. DEVELOPER SHALL:

a. Post a Letter of Credit or surety bond in the full amount of the Engineer's estimate upon review and approval of the estimate by the City for completeness and enforceability.

b. Pay to the City a water and sewer system construction inspection fee

in an amount equal to 7.5% of the approved water and sewer construction cost estimate. This fee is for review of construction documents and construction inspection.

- c. Construct, maintain, and bear the responsibility for all repairs, maintenance, and liability related to all public sanitary sewer and water systems until the end of the two year maintenance period. Negligent actions of third parties over which the Developer had no control or contractual relationship are excluded after the Project is fully accepted by the City.
- d. Provide resident inspection for installation of City utilities outside the City Corporate Limit per Wicomico County Public Works. Please contact the County Roads Division at 410-548-4872 for details.
- e. Comply with all of the general responsibilities of Developer described in Article II (Developer's General Responsibilities) hereof.

2. CITY SHALL:

- a. Upon completion and final written acceptance of the public sanitary sewer and water systems and receipt of an acceptable two-year maintenance surety (bond, letter of credit or cash) for those improvements, surrender the Letter of Credit or Surety Bond.
- b. The transfer of ownership for the public water and sewer systems will occur upon final written acceptance of those facilities by the City. The written acceptance will precede the acceptance of a two year maintenance surety (bond or letter of credit or cash) and release of the project surety.
- c. At the conclusion of the two year maintenance period, accept for perpetual maintenance, the public sewer and water systems. After the two year maintenance period, maintenance shall be performed by or for the City at the cost of the City in accordance with City policy at the time the maintenance is required.

II. DEVELOPER'S GENERAL RESPONSIBILITIES. In addition to the specific responsibilities contained herein, the Developer shall have the following additional responsibilities.

- A. Construct and initially fund all of the public improvements contemplated hereby in accordance with City, "Construction and Material Specifications for Utility and Roadway Construction", City "Construction Standards", and all plans submitted to

and approved by the City. Upon completion and written acceptance by the City of the Work and associated improvements, the City shall reimburse the Developer for the cost of the construction of the Work and all associated improvements pursuant to the provisions of Title 13 (Section 13.02.090) of the City of Salisbury Municipal Code, as amended as of the time that this Public Works Agreement is executed.

- B. Prepare, execute, and record, subject to City approval, plat and deed dedications to the City for all City easements and/or right of ways. Off-site right of ways and easement dedications must be recorded before plan approval. On-site right of ways and easements must be recorded before meter setting.
- C. Provide all testing necessary to assure that construction is consistent with approved plans and specifications.
- D. Cooperate with Salisbury Public Works in accordance with the City's request for direction given to Contractors, non-payment to Contractors for unacceptable work and issuance of stop work orders to contractors.
- E. Provide to the City a two (2) year written maintenance surety (bond, letter of credit, or cash) in the amount of ten percent (10%) of the approved construction cost estimate, with the term of such maintenance surety to commence upon the date of final written acceptance by the City of the utility/utilities and/or roadway to be dedicated.
- F. Secure all necessary permits from agencies, other than Salisbury Public Works, including but not limited to Maryland Department of the Environment, Maryland Department of Natural Resources, and the Wicomico Soil Conservation District.
- G. Permit Salisbury Public Works to inspect any construction to be dedicated to the City and to issue instructions regarding construction materials, construction equipment and method of construction directly to the Contractor, or to the Developer, in order to cause such work to be performed in compliance with City "Construction and Material Specifications for Utility and Roadway Construction" and the approved plans.
- H. Developer agrees to use the pre-construction estimated quantities which were submitted and approved by the City for the Project when obtaining a Contractor to build said Project. This pertains to construction items, which require a pre-construction item breakdown cost by the City.
- I. "Following completion of construction, the Developer shall be responsible for submission of an as-built drawing of the public water and sewer to ensure compliance with the approved Improvements Construction Plan. All applicable as-builts must be submitted at the same time unless otherwise approved by SPW. Partial submittals may be rejected. The "As-Built drawing must be sealed by a professional land surveyor, property line surveyor, or engineer, currently registered

in Maryland. The initial submittal shall be paper only, five (5) copies. The final as-builts must be submitted to Salisbury Public Works on Mylar, paper, and Auto-cad 2008 or an earlier version of Auto-cad, one (1) each. All compact discs (CD) must be in a plastic protective case. Project surety will be withheld and water meter installation may be delayed until this as-built information is submitted to and approved by Salisbury Public Works. Requirements are available at the Salisbury Public Works office. Should the required as-built drawings not be diligently prepared and submitted to Public Works, Developer understands and agrees that any construction or conveyance privileges related to the Project, including the setting of water meters, may be suspended by the City of Salisbury until the as-built drawings are submitted and finally approved.”

- J. The recorded plat shall state: “Water and sewer capacity exists and will be reserved for this Project; subject to Municipal, State and Federal laws and regulations.”
- K. Improvements Construction Plans shall state: “Eleven (11) EDU’s of water and sewer capacity exists and will be reserved for this Project; subject to Municipal, State and Federal laws and regulations.”

III. CITY’S GENERAL RESPONSIBILITIES. In addition to the specific responsibilities described in Article I (Responsibilities Specific To Portions Of The Work) hereof, the City shall:

- A. For a fee, provide Developer's design engineers with all specifications and City standards for materials, equipment and construction methods.
- B. Review and accept or present exception to any changes required to plans for work covered by this Agreement within a reasonable time period.
- C. Provide municipal water and sewer service to the Project after partial written acceptance of construction, subject to Municipal, State and Federal laws and regulations.

VI. MISCELLANEOUS PROVISIONS


- A. Developer shall use a contractor/subcontractor currently approved by the City for construction of the particular type of improvement. Payment to the Contractor shall be the Developer's responsibility. The City may suspend or cancel construction when the contractor does not progress, in a continuous manner, and/or the construction method or materials supplied are less than the standard set forth in the “Construction and Material Specifications for Utility and Roadway Construction” or when the contractor is not in compliance with this agreement and related responsibilities contained therein. The type and quantity of material testing will be determined by the City field Inspector during construction, as described in the Construction/Material Specifications. Testing costs shall be the responsibility of the Developer.

- B. Developer shall require the contractor to obtain the latest version of the City "Construction and Material Specifications for Utility and Roadway Construction" and the "Construction Standards". The contractor shall have a copy of latest version of both manuals, in addition to approved construction plans, and other pertinent construction information at the Project site during construction.
- C. All public infrastructure improvements, including water and sewer, for this Project in its entirety must be accepted in writing by the City prior to installation of any water meter. See Section 16.48.030 of the Salisbury Subdivision Regulations. Reductions in Project surety will not be approved prior to final written acceptance by the City of all public infrastructure improvements. Sub-phasing of this Project shall not be permitted.
- D. Material quantities are estimated before construction. The Developer shall be responsible for all cost associated with construction above and beyond the estimated pre-construction cost which the City deems necessary to meet current City construction requirements.
- E. Developer acknowledges that work completed by any contractor subsequent to "stop work" order may not be accepted for final dedication by the City unless it determines, in its discretion, to do so. In the event work completed by a contractor subsequent to the issuance of a "stop work" order is included in a completed system, such system will not be connected to the City system unless the City, in its sole discretion, decides to connect such system.
- F. Developer agrees that, notwithstanding written acceptance of improvements by the City, Developer shall be responsible for repairs, maintenance and/or deficiencies which are required, discovered, or determined to be required, for two (2) years after the date of written final acceptance by the City. Within 15 calendar days of notification by the City, the Developer will coordinate all repairs, maintenance and/or deficiencies with the City using current approved City contractors. At the City's discretion, the City may perform the work and bill the Developer. The Developer will reimburse the City within 30 days of invoice. Negligent actions of third parties over which the Developer had no control or contractual relationship are excluded after the Project is fully accepted by the City.
- G. Developer agrees that the City will not accept or activate any utility which has not been constructed in accordance with City standards of materials and construction.
- H. Developer agrees that in case of conflict or discrepancy(s) in the plan, specifications, standards, etc., the City reserves the right to issue new instructions to the Contractor, as deemed necessary to meet City requirements and/or resolve all disputes. The Developer shall be responsible for any change in cost associated with same.

- I. This Agreement is, and shall be, binding upon the Developer, its successors and assigns, and is intended to burden, benefit and run with the land upon which the Project is located.
- J. Plan approval and building permits cannot be issued, and, water and sewer facilities cannot be placed into operation for this Project until these water and sewer facilities are in compliance with the Wicomico County Water and Sewer Plan.
- K. Developer shall defend, reimburse, indemnify and hold harmless the City against and from all cost, expenses, losses, damages, suits, actions, claims and demands of every kind or nature, including reasonable counsel fees, by or on behalf of any person or other entity whatsoever incurred or suffered by the City arising out of, connected or related to Developer's performance of the terms and conditions of this Agreement.
- L. Approval of the site plan and the contract drawings expires two (2) years from the final approval date. Construction of the Project must have been started prior to the expiration date. The City reserves the right to extend the expiration date upon written request and written confirmation.
- M. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.
- N. Any violation of this agreement may result in the refusal of the City to enter into future Public Works agreements with the Developer.
- O. Developer hereby waives all right of appeal on any issue relating to the requirements for the construction or installation of public infrastructure or the subsequent maintenance of public infrastructure as set forth in this agreement.
- P. Developer understands that eleven (11) EDU's of water and sewer capacity exists and will be reserved for the Project; subject to Municipal, State and Federal laws and regulations.

AS WITNESS, the execution of this Agreement by the parties hereto under their respective seals by their respective duly authorized officers on the day and year first above written.


ATTEST:



SEC

Developer:

CHOPTANK ELECTRIC COOPERATIVE, INC.

By: 
Name: Roberta P. Behlke

Title: Vice President of Member Affairs

ATTEST:

City:

CITY OF SALISBURY

Kimberly R. Nichols

By: [Signature]
Name: James Ireton, Jr.
Title: Mayor

STATE OF MARYLAND, COUNTY OF WICOMICO, TO WIT:

I hereby certify that on this ~~20th~~^{28th} day of April, 2015, before me the undersigned officer personally appeared,

Robert P. Bohlke, Vice President of Member Affairs of Choptank Electric Cooperative, Inc., a Maryland electric cooperative corporation, and on its behalf did acknowledge the foregoing instrument to be the act and deed of said corporation.

As witness my hand and official seal.
NOTARY PUBLIC
WICOMICO COUNTY
STATE OF MARYLAND
MY COMM. EXP. 9/30/2017

[Signature]
Notary Public

My commission expires: 09/30/2017

STATE OF MARYLAND, COUNTY OF WICOMICO, TO WIT:

I hereby certify that on this 20th day of April, 2015, before me the undersigned officer personally appeared,

James Ireton, Jr., Mayor of the City of Salisbury, a Municipal corporation of the State of Maryland, and on its behalf did acknowledge the foregoing instrument to be the act and deed of said corporation.



As witness my hand and official seal.

[Signature]
Notary Public

My commission expires: 5-16-18

LIBER 3844 FOLIO 469

DOCUMENT VALIDATION

Mark S. Bowen, Clerk
Circuit Court for Wicomico County
101 North Division Street
PO Box 198
Salisbury, MD 21803-0198
(410) 543-6551

LR - Agreement
Recording Fee 20.00
Grantor/Grantee Name:
city salisbury
Reference/Control #: 3844/461
LR - Agreement
Surcharge 40.00

SubTotal: 60.00

Total: 60.00
05/07/2015 01:31
CC22-TC
#4215648 CC0103 -
Wicomico
County/CC01.03.01 -
Register 01

Received for Record MAY - 7 2015 and
Recorded in the Land Records of Wicomico
County, Maryland in Liber M.S.B.
No. 3844 Folios 461-469

Mark S. Bowen Clerk

PINCH VALVE REMOVAL AGREEMENT

THIS PINCH VALVE REMOVAL AGREEMENT, made this 28th day of April, 2015, by and between the City of Salisbury, a municipal corporation of the State of Maryland, hereinafter called "City"; and Choptank Electric Cooperative, Inc., a Maryland electric cooperative, corporation hereinafter called "Developer".

RECITALS

1. Developer is in the process of planning for the construction of improvements on a tract of land owned by the Developer (hereinafter the "Land") more particularly described in a Deed dated June 6, 2013 to the Developer from WSR Houses LLC, recorded among the Land Records for Wicomico County, Maryland, in Liber No. 3592, Folio 519 *et seq.*, and which is located on the westerly side of and adjacent to Walston Switch Road, outside of but near the easterly corporate limits of the City, in Wicomico County, Maryland.

2. The planned improvements on the Land are known as the "Choptank Electric Regional Service Center" (hereinafter the "Project"). Developer has obtained necessary approvals from Wicomico County, Maryland (hereinafter the "County") for construction of the Project in accordance with the plans submitted to and approved by the County (hereinafter collectively referred to as the "Plan").

3. The Land is the subject of a Pre-Annexation Agreement (for service connection to City of Salisbury Water/Sewer Mains) dated December 1, 2003 between the City and Developer's predecessor in title, Lois T. Perdue, recorded among the aforesaid Land Records in Liber No. 2177, Folio 552 *et seq.*, in which the City has agreed to provide public water and public sewer services to the Land and improvements located thereon in exchange for the performance of certain requirements by the owner(s) of the Land.

4. The City wishes to have the hereinafter described "Pinch Valve Work" performed while other work is being performed on the City's public water and sewer systems that is necessary to extend City public water and sewer services to the Project (hereafter the "Extension Work").

5. The said Pinch Valve Work is not a necessary improvement or extension of the City's public sewer system, and is therefore not required to be performed or caused to be performed by the Developer in order for the Project to receive City public water and sewer services.

6. Subject to the provisions of Article II (Developer's General Responsibilities), Section A hereof, Developer and the City hereby agree that during the performance of the Extension Work to the Project by or on behalf of the Developer, in exchange for a credit by the City against Developer's Water and Sewer Capacity Fees for eleven (11) Equivalent Dwelling Units ("EDUs") relating to the Project to the extent of the Developer's actual costs relating to the

**CITY OF SALISBURY
DEPARTMENT OF PUBLIC WORKS
125 N. DIVISION ST. ROOM 202
SALISBURY, MD 21801-4940**

Return to: Brian Wilkins

D

Pinch Valve Work, not to exceed the amount of successful contractor's bid price to Developer of \$35,000.00 without further discussion and agreement by the parties hereto, the Developer shall at Developer's cost perform, or cause to be performed, the following work (hereinafter the "Pinch Valve Work"), being part of City of Salisbury project no. 13-003 and part of City of Salisbury, Maryland, Department of Public Works contract no. 1-14-SS, and being described in drawing no. U1.1, U3.3, and U3.4, consisting of 3 sheets, prepared by Davis, Bowen & Friedel, Inc., of Salisbury, Maryland, and approved by the City Engineer on January 15, 2015 (collectively "Contract Documents & Drawings");

A. Remove existing pinch valve located East of Walston Switch Road on the City's sewage pumping station property; and

B. Install 16" sleeve in the place of the pinch valve as necessary (21.5' depth).

6. The Pinch Valve Work performed on all City public sewer facilities shall be in accordance with the City specifications contained in "Construction and Material Specifications for Utility and Roadway Construction," and the "Construction Standards", latest edition.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals, which are a substantive part of this Agreement, the mutual understandings and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, the parties hereto each covenant and agree as follows:

1. Subject to the terms and conditions of the Public Works Agreement of even date herewith between the parties hereto, and in consideration of a credit by the City against Developer's Water and Sewer Capacity Fees for eleven (11) Equivalent Dwelling Units ("EDUs") relating to the Project to the extent of the Developer's actual costs relating to the Pinch Valve Work, not to exceed the amount of successful contractor's bid price to Developer of \$35,000.00, the Developer shall at its own expense perform or cause to be performed the Pinch Valve Work.

2. Subject to the terms and conditions of the Public Works Agreement of even date herewith between the parties hereto, and in consideration of the Pinch Valve Work performed or caused to be performed by the Developer at its own expense, the City shall issue a credit to the Developer against Developer's Water and Sewer Capacity Fees for eleven (11) Equivalent Dwelling Units ("EDUs") relating to the Project to the extent of the Developer's actual costs relating to the Pinch Valve Work, not to exceed the amount of successful contractor's bid price to Developer of \$35,000.00.

AS WITNESS, the execution of this Agreement by the parties hereto under their respective seals by their respective duly authorized officers on the day and year first above written, having been first duly approved by their respective governing bodies.

ATTEST:

Developer:

CHOPTANK ELECTRIC COOPERATIVE, INC.

[Signature] sec

By: [Signature]
Name: Robert P. Behlke
Title: Vice President of Member Affairs

ATTEST:

City:

CITY OF SALISBURY

[Signature]

By: [Signature]
Name: JAMES IRETON, JR.
Title: MAYOR

STATE OF MARYLAND, COUNTY OF WICOMICO, TO WIT:

I hereby certify that on this 28th day of April, 2015, before me the undersigned officer personally appeared,

Robert P. Behlke, Vice President of Member Affairs of Choptank Electric Cooperative, Inc., a Maryland electric cooperative corporation, and on its behalf did acknowledge the foregoing instrument to be the act and deed of said corporation.

As ~~WYOMING~~ ~~WICOMICO~~ ~~WICOMICO~~ hand and official seal.
NOTARY PUBLIC
(SALISBURY) WICOMICO COUNTY
STATE OF MARYLAND
MY COMM. EXP. 9/30/2017

[Signature]
Notary Public

My commission expires: 09/30/2017

STATE OF MARYLAND, COUNTY OF WICOMICO, TO WIT:

I hereby certify that on this 20 day of APRIL, 2015 before me the undersigned officer personally appeared,

JAMES IRETON, JR., MAYOR of the City of Salisbury, a Municipal corporation of the State of Maryland, and on its behalf did acknowledge the foregoing instrument to be the act and deed of said corporation.

As witness, I set my hand and official seal.

(SEAL): Donna S Haag
NOTARY PUBLIC
Wicomico County, Maryland
My Commission Expires 12-29-2018

Donna S Haag

Notary Public

My commission expires: 12-29-2018

LIBER 3844 FOLIO 474

DOCUMENT VALIDATION

Mark S. Bowen, Clerk
Circuit Court for Wicomico County
101 North Division Street
PO Box 198
Salisbury, MD 21803-0198
(410) 543-6551

LR - Agreement
Recording Fee 20.00
Grantor/Grantee Name:
city of salisbury
Reference/Control #: 3844/470
LR - Agreement
Surcharge 40.00

SubTotal: 60.00

Total: 60.00
05/07/2015 01:33
CC22-TC
#4215671 CC0103 -
Wicomico
County/CC01.03.01 -
Register 01

Received for Record MAY - 7 2015 and
Recorded in the Land Records of Wicomico
County, Maryland in Liber M.S.B.
No. 3844 Folios 470-474

Mark S. Bowen Clerk